



**AMENDMENT NO. 1
CONCESSION CONTRACT NO. 9100-06-0001
GLACIER BAY LODGE, INC.
GLACIER BAY NATIONAL PARK & PRESERVE**

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior through the Regional Director, Alaska Region, National Park Service, hereinafter referred to as the "Secretary" and Glacier Bay Lodge, Inc., a corporation organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, Concession Contract No. 9100-06-0001 was effective on August 27, 1986, with Glacier Bay Lodge, Inc., authorizing the Concessioner to provide accommodations, facilities, and services for the public within Glacier Bay National Park & Preserve; and

WHEREAS, the contract requires the Concessioner to refurbish all (55) lodge cabin interiors, completion by 5/1/87; and

WHEREAS, the Concessioner has requested an extension of time to complete this project; and

WHEREAS, the Secretary has determined that it is in the public interest of the United States to grant an extension of time:

NOW THEREFORE, the parties hereto covenant and agree to and with each other that Concession Contract No. 9100-06-0001 is hereby amended as follows:

Amend Section 1. TERM OF CONTRACT, as follows:

Amend subsection 1 (b) (2) c. by deleting "completion by 5/1/87" and substituting in lieu thereof the following:

"completion of 15 rooms by 5/31/87,
completion of 15 rooms by 5/31/88,
completion of 15 rooms by 5/31/89,
completion of 10 rooms by 5/31/90."

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Anchorage, Alaska, this 25th day of June, 1987.

UNITED STATES OF AMERICA

By [Signature]

Regional Director
Alaska Region
National Park Service

ATTEST:
By [Signature]
Title Sec

Glacier Bay Lodge, Inc.

By [Signature]
Title President
Date June 8, 1987

**AMENDMENT NO. 2
CONCESSION CONTRACT NO. 9100-06-0001
GLACIER BAY LODGE, INC.
GLACIER BAY NATIONAL PARK & PRESERVE**

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Regional Director, Alaska Region, National Park Service, hereinafter referred to as the "Secretary," and Glacier Bay Lodge, Inc., a corporation organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract No. 9100-06-0001 on August 27, 1986, whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park & Preserve during the period January 1, 1986 through December 31, 2001.

WHEREAS, the said concession contract has been amended on June 25, 1987; and

WHEREAS, the said concession contract requires the Concessioner to complete an improvement and building program; and

WHEREAS, the Concessioner has requested an extension of time to complete several of the projects; and

WHEREAS, the Secretary has determined that it is in the public interest to grant an extension of time; and

WHEREAS, the Secretary has revised insurance requirements for National Park Service Concessioners in May 1989; and

WHEREAS, the Concessioner agrees to comply with these revised insurance requirements; and

WHEREAS, the National Park Service has improved and upgraded the government owned propane storage and dispensing system at Bartlett Cove for the benefit of the Concessioner; and

WHEREAS, the Concessioner agrees to the assignment of this propane fuel system to the Concessioner, as provided in Section 4 and Exhibit "A" of said contract:

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract No. 9100-06-0001 is hereby amended as follows:

1. Amend Section 1., TERM OF CONTRACT, as follows:

Amend subsection 1(b)(1) a. as follows:

by deleting "5/1/91" in line 4, and substituting in lieu thereof "a date to be determined by the Secretary, provided that a minimum of a one year notice of the required completion date will be given to the Concessioner."; and

by deleting "5/1/93" in line 7, and substituting in lieu thereof " a date to be determined by the Secretary, provided that a minimum of a one year notice of the required completion date will be given to the Concessioner."

Amend subsection 1(b)(1) b. as follows:

by deleting "5/1/90" in line 2, and substituting in lieu thereof "5/25/91."

Amend subsection 1(b)(2) a. as follows:

by deleting "5/1/90" in line 2, and substituting in lieu thereof "8/1/90."

Amend subsection 1(b)(2) b. as follows:

by deleting "5/1/90" in line 2, and substituting in lieu thereof "one year after completion of the site preparation and infrastructure by the National Park Service."

Amend subsection 1(b)(2) c. as amended by contract **Amendment No. 1** as follows:

by deleting "completion of 10 rooms by 5/31/90" in line 4, and substituting in lieu thereof "completion of 8 rooms by 5/31/90, completion of two rooms by 5/25/91."

Amend subsection 1(b)(2) d. as follows:

by deleting "5/1/90" in line 3, and substituting in lieu thereof "11/1/91."

2. Amend Section 15., INSURANCE AND INDEMNITY, as follows:

By deleting existing language in Section 15 in it's entirety and substituting in lieu thereof the following:

"(a) General

The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under the contract. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary.

At the request of the Secretary the Concessioner shall annually, or at the time insurance is purchased, provide the Secretary with a Statement of Concessioner Insurance and Certificate of Insurance as evidence of compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

The Secretary will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(b) Property Insurance

The Concessioner will, in the event of damage or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Secretary to be necessary to satisfactorily discharge the Concessioner's obligations under this contract and for this purpose shall provide fire and extended insurance coverage on both Concessioner Improvements and assigned Government Improvements in such amounts as the Secretary may require during the term of this contract. Those values currently in effect are set forth in Exhibit "E" to this contract. The exhibit will be revised at least every 3 years, or sooner if there is a substantial increase in values.

Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 10 shall apply to such insurance proceeds.

The Concessioner shall purchase the following additional property coverages in the amounts set forth in Exhibit "E"

- (1) Boiler and machinery
- (2) Sprinkler leakage
- (3) Builder's risk
- (4) Extension-of-coverage endorsement
- (5) Hull

(c) Additional Property Damage Requirements - Government Improvements, Property and Equipment.

The following additional requirements shall apply to structures, all or any part of which are "Government Improvements" as defined in Section 4(b).

(1) The insurance policy shall contain a loss payable clause approved by the Secretary which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurance proceeds for repair or replacement of Government structures will not alter their character as Government structures and the Concessioner shall gain no possessory interest therein.

(d) Public Liability

The Concessioner shall provide Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the

degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than the following, per occurrence covering both bodily injury and property damage:

(1) for lodging, food and beverage, gifts and fuel sales : \$1,500,000.

(2) for land and water transportation, including buses, taxis, charter boats, tour boats and vessel towing and repairs:

up to 5 passengers	\$300,000
6 to 12 passengers	\$500,000
13 to 20 passengers (motor vehicles only)	\$750,000
13 to 20 passengers (other transportation)	\$1,000,000
21 to 50 passengers	\$1,500,000
51 to 120 passengers	\$2,000,000
121 to 220 passengers	\$2,500,000
221 to 300 passengers	\$3,000,000
over 300 passengers	\$3,500,000

If claims reduce available insurance below the required per occurrence limits, the Concessioners shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

From time to time, as conditions in the insurance industry warrant, the Secretary reserves the right to revise the minimum required limits.

All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

The Concessioner shall also obtain the following additional coverages at the same limits as required for Comprehensive General Liability insurance unless other limits are specified below:

- (1) Product liability
- (2) Liquor legal liability
- (3) Protection and indemnity (watercraft liability)
- (4) Automobile liability
- (5) Workers compensation
- (6) Underground storage tank pollution liability (coverage and limits only as required by law)"

3. Amend Exhibit "A", Government-Owned Structures Assigned to Glacier Bay Lodge, Inc. pursuant to Concession Contract No. 9100-06-0001, page 1, as follows:

Amend subsection entitled "Fuel Systems: Propane" as follows:

by deleting

"The entire propane fuel system, including two 3,000 gallon tanks and the entire intake, distribution, and vapor return system from the dock to the fuel farm and to the point of use."

and substituting in lieu thereof:

"The entire propane fuel system located in the vicinity of the lodge dormitories, including two 1,000 gallon tanks and the entire distribution system."

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Anchorage, Alaska, this 20 day of December, 1990.

UNITED STATES OF AMERICA

By *David D. Miller*

Ad. Regional Director
Alaska Region
National Park Service

ATTEST:

By *Tom Kinnear*

Title *Secretary*

GLACIER BAY LODGE, INC.

By *Robert Greisdorf*

Title *President*

Date *Nov. 12, 1990*